

ARTICLE VIII

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SPECIAL COVENANTS, IMPROVEMENT BONDS

SECTION 8.1. No Warranty of Condition or Suitability by the County. The County makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Lessee's purposes or needs.

SECTION 8.2. County's and Trustee's Right of Access to the Project. If an event of default prescribed in Article X hereof shall have occurred and be then continuing, the Lessee agrees that the County, the Trustee and the duly authorized agents of each of them shall have the right at all reasonable times to enter upon the Leased Land and to examine and inspect the Project, including such rights of access to the Project as may be reasonably necessary for the proper maintenance of the Project in the event of failure by the Lessee to perform its obligations under Section 6.1 hereof. The rights of access hereby reserved to the County and the Trustee may be exercised only after any such agent shall have executed release of liability and secrecy agreements in the form then currently used by the Lessee. However, nothing contained in this Section 8.2 or in any other provision of this Agreement shall be construed to entitle the County or the Trustee to any information or inspection involving the confidential know-how of the Lessee.

SECTION 8.3. Lessee to Maintain its Corporate Existence, Conditions Under Which Exceptions Permitted. The Lessee agrees that during the Lease Term it will not:

(1) sell, lease, transfer or otherwise dispose of, in a single transaction or a series of related transactions, all or substantially all of its assets, or

(2) consolidate with or merge into any other person or permit any other person to consolidate with or merge into it;

provided that the foregoing restrictions do not apply if:

(a) The surviving, resulting or transferee corporation shall expressly assume in writing and agree to perform all obligations of the Lessee under this Agreement and the Bonds; and

(b) immediately after the consummation of the transaction, and after giving effect thereto, the chief financial officer of the Lessee shall certify that no Event of Default, or event which with notice or lapse of time or both would become an Event of Default, would exist;

provided, however, if the Lessee is the surviving, resulting or transferee corporation the assumption required by clause (a) and the certificate required by clause (b) above shall not be required.

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